

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HOUSING ASSISTANCE PAYMENTS
RENEWAL CONTRACT

Extension Contract at Market Rents

PHA as Contract Administrator

SECTION 8 PROJECT
NUMBER: _____

SECTION 8 PROJECT NUMBER OF EXPIRING CONTRACT
(if
different): _____

FHA PROJECT NUMBER: (if
applicable) _____

This Housing Assistance Payments Contract ("Contract") is entered into between the Department of Housing and Urban Development ("HUD") and _____ ("Owner") pursuant to the Multifamily Assisted Housing Reform and Affordability Act of 1997, title V of Pub. L. No. 105-665 (approved October 27, 1997), 42 U.S.C. 1437f note ("MAHRA"), as amended, the United States Housing Act of 1937, 42 U.S.C. 1437, et seq. ("1937 Act") and the Multifamily Housing Mortgage and Housing Assistance Restructuring Program and Renewal of Expiring Section 8 Project-based Assistance Contracts; Final Rule [list the Fed. Reg. cite for final rule upon its publication] (to be codified at 24 C.F.R. parts 401 and 402) ("Final Rule"). The purpose of this Contract is to provide housing assistance payments on behalf of Eligible Families ("Families") leasing decent, safe and sanitary units from the Owner.

Previously, HUD and the Owner entered into a Housing Assistance Payments Contract ("Expiring Contract") to provide section 8 assistance to the Owner for eligible families living in _____ ("Project"). The contract expired on _____. Subsequently HUD and the Owner entered into a Renewal Contract which expires on _____ ("Expiring Renewal Contract").

The effective date of this Contract is _____.

This Expiring Contract expires on _____.

HUD and the Owner desire to renew for the term specified below the Expiring Contract **EXCEPT for the Contract Rent and Rent Adjustment Provisions.**

THEREFORE, HUD and the Owner hereby agree as follows:

1. This Contract provides Housing Assistance Payments to the Owner for ***the term specified in the attached Rider to the Housing Assistance Payments Renewal Contract ("Contract Rider")*** at the contract rent levels listed in Exhibit A.
2. *This Contract expires on the earlier of (ENTER DATE OF CONTRACT EXPIRATION) OR (ENTER DATE OF CLOSING), the date of closing under the Restructuring Commitment.*
3. All terms of the Expiring Contract are renewed except for those provisions relating to contract rents and rent adjustments.
4. The maximum annual amount of the commitment for housing assistance payments under this Contract is \$ _____.
5. There shall be no rent adjustments during the term of this Contract.
6. The Owner warrants that it has the legal right to execute this Contract and to lease dwelling units covered by this Contract.
7. The Owner warrants that the rental units to be leased under the terms of this Contract are in decent, safe and sanitary condition, as defined by HUD.
8. If HUD notifies the Owner that it has failed to maintain a dwelling unit in decent, safe and sanitary condition and the Owner fails to take corrective action within the time prescribed in the notice, or the Owner has failed to maintain a financially sound project, or the Owner has failed to execute a Restructuring Commitment, HUD may exercise any of its rights or remedies under the Contract, including suspension/abatement of housing assistance payments, even if the Family continues to occupy the unit. If, however, the Family wishes to be rehoused in another dwelling unit with section 8 assistance, HUD may use the abated housing assistance payments for the purpose of rehousing the Family in another dwelling unit. If the Family continues to occupy the unit, it will do so in accordance with the terms of its lease, including the termination date and amount of rent payable by the Family. Any suspension/abatement of housing assistance payments shall be effective as provided in written notification to the owner. The Owner shall promptly notify the Family of any such abatement. In the event that HUD abates the

housing assistance for any unit under this contract, the owner will not terminate the tenant lease or commence eviction proceedings against the family in such unit so as to allow HUD sufficient time to rehouse the family.

9. In accordance with section 8(c)(8) of the United States Housing Act of 1937, the owner shall provide, at a minimum, a one year written notice to HUD and each assisted family about the termination of this Contract. The notice shall comply with HUD regulations and other requirements, including any amendments or changes in the law or HUD requirements.

If the owner fails to provide this notice in accordance with HUD requirements, the owner may not increase the tenant rent payment for any assisted family until such time as the owner provides the written notice and one year has elapsed from the date that the notice was provided.

10. This Contract, ***including the attached Contract Rider***, shall be construed in accordance with all applicable statutory requirements, and all applicable HUD regulations and other requirements, including any amendments or changes in the law or HUD requirements.

This Contract is hereby executed with respect to the contract units described in Exhibit A.

Contract Administrator

OWNER

By:

(Official Title)

(Official Title)

Date: _____

Date:

EXHIBIT A

**IDENTIFICATION OF UNITS ("CONTRACT UNITS")
BY SIZE AND APPLICABLE CONTRACT RENTS**

Number of Units	Number of Bedrooms	Contract Rent
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